

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 6	
2. Amendment/Modification No. P00009		3. Effective Date 2003OCT10		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-AHPB TODD R. BURROWS (586)574-7253 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: BURROWST@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) SUPSHIP NEW ORLEANS 2300 GENERAL MEYER AVE NAVAL SUPPORT ACTIVITY, BLDG. 16 NEW ORLEANS, LA 70142-5700		Code N63124	
				SCD C PAS NONE ADP PT N63124			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) BOLLINGER / INCAT USA, L.L.C. 8365 HIGHWAY 308 LOCKPORT, LA. 70374-3954				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-01-D-T064	
TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		10B. Dated (See Item 13) 2001JUL23	
Code IUDC0		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: G							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 43.103 (a)							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2004OCT30							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) TOD MILLER MILLERT@TACOM.ARMY.MIL (586)574-8895			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2003OCT10	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-D-T064 MOD/AMD P00009	Page 2 of 6
Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.		

SECTION A - SUPPLEMENTAL INFORMATION

- The purpose of this Modification P00009 is to extend the effective period of the contract for Three (3) Years.
- The distinct ordering periods of 365 days, 365 days and 300 days are herby added to the contract under CLINS 0031, 0041, and 0051, respectively.
- The Government hereby agrees to order a minimum quantity of lease period of 60 days, to be accomplished by issuing delivery order 0004 to the contract, immediately following execution of this modification by mutual agreement of the parties.
- The estimated total quantity of vessel lease services to be ordered under the contract, as revised is 1030 days.
- The negotiated lease rates for each CLIN is as follows:

<u>CLIN</u>	<u>Daily Lease Rate</u>
0031	\$22,431.00
0041	\$19,693.00
0051	\$17,524.00
- The parties further agree that the daily lease rates includes the following:

- Basic Charter Rate
 - Program/Contract Management
 - Dry Dock Allowance
 - Engine Overhaul
- As a result of this action the parties agree that paragraph C.8 - DRY/WATER DOCKING is revised and replaced as listed below.

C.8. DRY/WATER DOCKING - Docking cycle of the vessel is no later than 2 years after delivery. The vessel shall be dry docked prior to delivery despite any previous dry docking schedule. In-water docking and inspection required after the first 12 months of operation. The Contractor shall perform scheduled dry docking at a mutually agreed shipyard, which will occur once during the term of the lease, between 12 and 24 months after delivery. The Contractor's responsibility shall consist of: 1) all hull and machinery repair work which must be undertaken in order for the vessel to comply with DNV classification requirements; and, 2) provide DNV Class surveyors and all classification society expenses associated with dry-docking and repairs. Such effort shall be for the account of the Contractor.
- The parties further agree that the owner of the vessel not the Government, shall be responsible for any engine overhauls that is required and further identified in accordance with paragraph C.9 of the contract.
- As a result of this action paragraph C.9 - ENGINE OVERHAUL is replaced in it's entirety with the revised paragraph C.9 listed below.

C.9 The contractor shall be responsible for all overhauls to the engines under this contract, in accordance with Attachments 0001,0002 and 0003, that provides the manufacturers recommendations for Major Engine Overhaul, Engine Top End Overhaul the Engine Maintenance Interval Schedule, respectively.
- As a result of this action Attachment 0001 - Major Engine Overhaul, Attachment 0002 - ENGINE Top End Overhaul, and Attachment 0003 - Engine Maintenance Interval Schedule are hereby added to the contract.
- All other contract terms and conditions remain in full force and effect.

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Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>THIRD ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>DAILY RATE: \$22,431.00_ ONE YEAR IS EQUAL TO 365 DAYS</p> <p>RATE INCLUDES:</p> <ol style="list-style-type: none"> BASIC CHARTER RATE PROGRAM MANAGEMENT FOR ONE YEAR DRY DOCK ALLOWANCE SEE C.8 SCOPE OF WORK ENGINE OVERHAULL ALLOWANCE SEE C.9 SCOPE OF WORK <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	365	DA		\$ 8,187,315.00
0041	<p><u>FOURTH ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>DAILY RATE: \$19,963.00 ONE YEAR IS EQUAL TO 365 DAYS</p> <p>RATE INCLUDES:</p> <ol style="list-style-type: none"> BASIC CHARTER RATE PROGRAM MANAGEMENT FOR ONE YEAR DRY DOCK ALLOWANCE SEE C.8 SCOPE OF WORK ENGINE OVERHAULL ALLOWANCE SEE C.9 SCOPE OF WORK 	365	DA		\$ 7,187,945.00

Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0051	<p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FIFTH ORDERING PERIOD</p> <p>SECURITY CLASS: Unclassified</p> <p>DAILY RATE: \$17,524.00_ ONE YEAR IS EQUAL TO 300 DAYS</p> <p>RATE INCLUDES:</p> <p>1. BASIC CHARTER RATE</p> <p>2. PROGRAM MANAGEMENT FOR ONE YEAR</p> <p>3. DRY DOCK ALLOWANCE SEE C.8 SCOPE OF WORK</p> <p>4. ENGINE OVERHAULL ALLOWANCE SEE C.9 SCOPE OF WORK</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	300	DA		\$ 5,257,200.00

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.8. DRY/WATER DOCKING - Docking cycle of the vessel is no later than 2 years after delivery. The vessel shall be dry docked prior to delivery despite any previous dry docking schedule. In-water docking and inspection required after the first 12 months of operation. The Contractor shall perform scheduled dry docking at a mutually agreed shipyard, which will occur once during the term of the lease, between 12 and 24 months after delivery. The Contractor's responsibility shall consist of: 1) all hull and machinery repair work which must be undertaken in order for the vessel to comply with DNV classification requirements; and, 2) provide DNV Class surveyors and all classification society expenses associated with dry-docking and repairs. Such effort shall be for the account of the Contractor.

C.9 ENGINE OVERHAUL - The contractor shall be responsible for all overhauls to the engines including Top End and Major Overhauls. Attachments 0001,provides the manufacturers recommendations for Top End Overhaul, Major Engine Overhaul and the Maintenance Interval Schedule.

*** END OF NARRATIVE C 002 ***

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SECTION J - LIST OF ATTACHMENTS

- ATTACHMENT 0001 - MANUFACTURERS RECOMMENDATIONS FOR MAJOR ENGINE OVERHAUL
- ATTACHMENT 0002 - MANUFACTURERS RECOMMENDATIONS FOR ENGINE TOP OVERHAUL
- ATTACHMENT 0002 - MANUFACTURERS RECOMMENDATIONS FOR ENGINE MAINTENANCE INTERVAL SCHEDULE

*** END OF NARRATIVE J 001 ***